

**AGREEMENT BETWEEN ALFRED B. MACLAY, JR. PRIVATE DAY SCHOOL,  
INC., AND LEON COUNTY, FLORIDA**

FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF A STORMWATER TREATMENT FACILITY, AND TO SPECIFY THE RIGHTS AND RESPONSIBILITIES OF EACH PARTY AFTER COMPLETION OF SAID FACILITY

This Agreement is made and entered into this 19th day of June 2002, by and between Alfred B. Maclay, Jr., Private Day School, Inc., (said School being known as the "Alfred B. Maclay, Jr., Private Day School, Inc." and hereinafter as "SCHOOL") and Leon County, Florida (hereinafter "COUNTY").

**WITNESSETH**

Whereas, the COUNTY has in its work program a project for certain improvements to Meridian Road at its intersection with Maclay Road for the purpose of alleviating traffic congestion and improving safety at the intersection with the addition of left turning lanes and signalization; and

Whereas, the COUNTY needs a facility to accept for attenuation and treatment the stormwater generated by a portion of the proposed improvements; and

Whereas, the SCHOOL owns lands at the intersection of Meridian and Maclay Roads and has an existing stormwater attenuation and treatment facility in connection with existing and future development of such lands; and

Whereas, the parties have agreed to share a common stormwater management facility to be located on the SCHOOL's lands (hereinafter called "SWMF"); and

Whereas, the COUNTY has agreed to maintain the SWMF after completion of such facilities in accordance with City operating permit requirements, until such time that the SCHOOL may expand or alter the SWMF ; and

Whereas, the SCHOOL's property contains the most feasible location for the SWMF, and the area required for the SWMF is more specifically described on Exhibit "A" attached hereto and by reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual agreements of the parties, it is agreed as follows:

1. The above recitals are hereby incorporated into and made a part of this Agreement.
2. The COUNTY will perform the design to expand the existing SWMF on the SCHOOL's land and the SCHOOL will grant the COUNTY a drainage easement for the SWMF. The existing facility will modified to accommodate the SCHOOL's current permitted treatment under existing requirements and also to provide one and an eighth inch of treatment for the

additional impervious area added as a result of the COUNTY's currently proposed intersection improvements at Meridian Road and Maclay Road. Construction and maintenance of the hydraulic conveyance of stormwater from the intersection project to the proposed SWMF will be the responsibility of the COUNTY. The SCHOOL will grant a drainage easement to the COUNTY to accommodate the hydraulic conveyance connection. The exact location and configuration of the said drainage easement to be determined on completion of the design of the SWMF and the intersection improvements.

3. The modified SWMF will provide current permitted treatment capacity at existing requirement levels for approximately 8 acres of the SCHOOL's land as it is currently developed. The COUNTY will have the absolute right to use the FACILITY for the treatment of approximately 7600 square feet of additional impervious area to be used in the intersection improvements being approximately 3000 cubic feet of the SWMF increased volume. SCHOOL will have the shall have non-alienable right of all additional reserve capacity of the SWMF, estimated at approximately 11,000 cubic feet of additional volume, which could be used for future development. Should requirements for stormwater treatment change in the future, the SCHOOL shall be exclusively responsible to meet same for any future development or modifications/improvements by the SCHOOL.
4. Construction documents including plans and general specification will be prepared by the COUNTY and used for permitting. The COUNTY will obtain an environmental management permit from the responsible agency, and a F.D.E.P. general stormwater permit and any and all other permits required to construct the facility.
5. Construction services will be bid in accordance with the COUNTY's purchasing policy. The COUNTY will obtain and hold a City Operating Permit for the facility as long as the facility is maintained by the COUNTY. The Operating Permit will include a capacity accounting record reflecting the aforementioned reservations for future improvements by the SCHOOL.
6. COUNTY will cause its general contractor to add the SCHOOL as an additional insured under its contractor's general liability insurance policy during the course of construction of the SWMF.
7. Prior to construction of the facility, the SCHOOL will grant a ~~an~~ perpetual easement, conveying to the COUNTY a perpetual right to discharge water into said facility according to the amount specified herein above, such rights to be in common with the SCHOOL's rights to discharge.
8. Upon completion of reconstruction of the said SWMF, the COUNTY shall have the responsibility of maintenance of the facility and for any damages which may be caused by the COUNTY's negligence with regard to the maintenance of the pond. Said maintenance shall be in conformity with applicable environmental permit. In the event that the SCHOOL expands and/or alters the SWMF for future improvements, the maintenance responsibilities shall become the sole responsibility of the SCHOOL and the SCHOOL hereby agrees to execute documents such that permit agencies will recognize the SCHOOL's responsibility for said maintenance.

9. The covenants, rights, and obligations of the parties under this agreement shall survive the execution and delivery of the drainage easement document described herein.
10. It is understood and agreed that if the COUNTY, after exercise of its best effort, is unable to obtain the necessary environmental permits for reconstruction of the said SWMF, both parties will be released from any further obligations pursuant to this Agreement.
11. Nothing in this Agreement grants, guarantees or vests any particular type of development to the SCHOOL from the COUNTY. The property of the SCHOOL is in the City limits and therefore must comply with City regulations or agreements which are or will be in place when or if the SCHOOL further develops its property in the future.
12. The COUNTY obligation under this AGREEMENT is expressly subject to budget.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed through its Chairman on this 18th day of June 2002, and the School has executed through its President on this 14th day of June 2002.

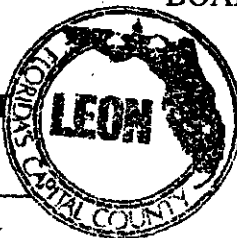
BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA

BY: Dan Winchester  
DAN WINCHESTER, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS



ATTESTED BY:  
BOB INZER, CLERK OF THE COURT

BY: Maria Womble  
CLERK  
Maria W Womble, Deputy Clerk



APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

BY: Herbert W. A. Thiele  
HERBERT W. A. THIELE, ESQ.  
COUNTY ATTORNEY

APPROVED BY:

ALFRED B. MACLAY, JR., PRIVATE DAY SCHOOL, INC.  
SCHOOL

BY: William W. Jablon  
WILLIAM W. JABLON

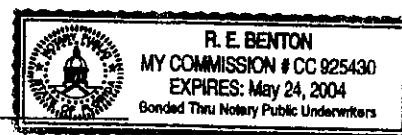
ITS: President

STATE OF FLORIDA  
COUNTY OF LEON

Sworn to (or affirmed) and subscribed before me this 11 day of JUNE 2002 by  
WILLIAM W. JABLON, as President of Alfred B. Maclay, Jr., Private Day School, Inc. with full  
authority to bind said SCHOOL.

R. E. Benton  
Notary Public

Personally known ✓ OR Produced Identification  
Type of Identification Produced \_\_\_\_\_



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**EXHIBIT "A"**  
**Maclay Road Holding Pond**  
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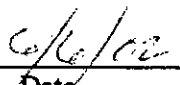
Commence at a 5" terra cotta monument (Florida Department of Natural Resources Certified Corner Document #13292) marking the Southwest corner of Section 31, Township 2 North, Range 1 East, Leon County, Florida and thence North 00 degrees 45 minutes 31 seconds West 32.95 feet to the centerline of Maclay Road; thence along said centerline North 89 degrees 14 minutes 29 seconds East 329.97 feet; thence leaving said centerline North 00 degrees 45 minutes 31 seconds West 33.00 feet to a point on the North right-of-way boundary of Maclay Road, said point being the POINT OF BEGINNING. From said POINT OF BEGINNING thence along said right-of-way boundary North 89 degrees 14 minutes 29 seconds East 313.63 feet; thence leaving said right-of-boundary North 00 degrees 45 minutes 31 seconds West 69.10 feet; thence South 89 degrees 14 minutes 29 seconds West 46.27 feet; thence North 76 degrees 54 minutes 30 seconds West 139.32 feet; thence South 66 degrees 49 minutes 08 seconds West 73.14 feet; thence South 40 degrees 05 minutes 53 seconds West 98.57 feet to the POINT OF BEGINNING, containing 0.53 acres, more or less.

No abstract of title or title opinion provided. It is possible that there are recorded or unrecorded deeds, easements, agreements or other instruments which could affect the boundaries hereinabove described.

A Sketch of Description attached as Exhibit "A", Page 2 of 2 and by reference incorporated herein. This description is not complete without the attached sketch and the attached sketch is not complete without the description.

This description meets all applicable requirements of the Florida Minimum Technical Standards as contained in Chapter 61G17-6 Florida Administrative Code pursuant to Section 472.027 Florida Statutes.

  
James C. Pilcher  
Professional Surveyor and Mapper  
Florida License Number 6059  
Leon County Department of Public Works  
2280 Miccosukee Road  
Tallahassee, FL 32308

  
Date

Not valid without the signature and original raised seal of the above signing surveyor

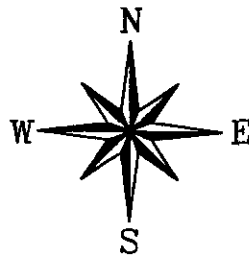
# LEGEND

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 N NORTH  
 S SOUTH  
 E EAST  
 W WEST  
 ° DEGREES, MINUTES, SECONDS  
 ' FEET, INCHES  
 FCM FOUND CONCRETE MONUMENT  
 SCM SET CONCRETE MONUMENT  
 RLS REGISTERED LAND SURVEYOR  
 (F) FIELD MEASUREMENT  
 (P) PLAT MEASUREMENT  
 (C) COMPUTED MEASUREMENT  
 T TOWNSHIP  
 R RANGE  
 OR OFFICIAL RECORD  
 PG. PAGE  
 DB DEED BOOK  
 RPB ROAD PLAT BOOK  
 STA. STATION

EXHIBIT "A"

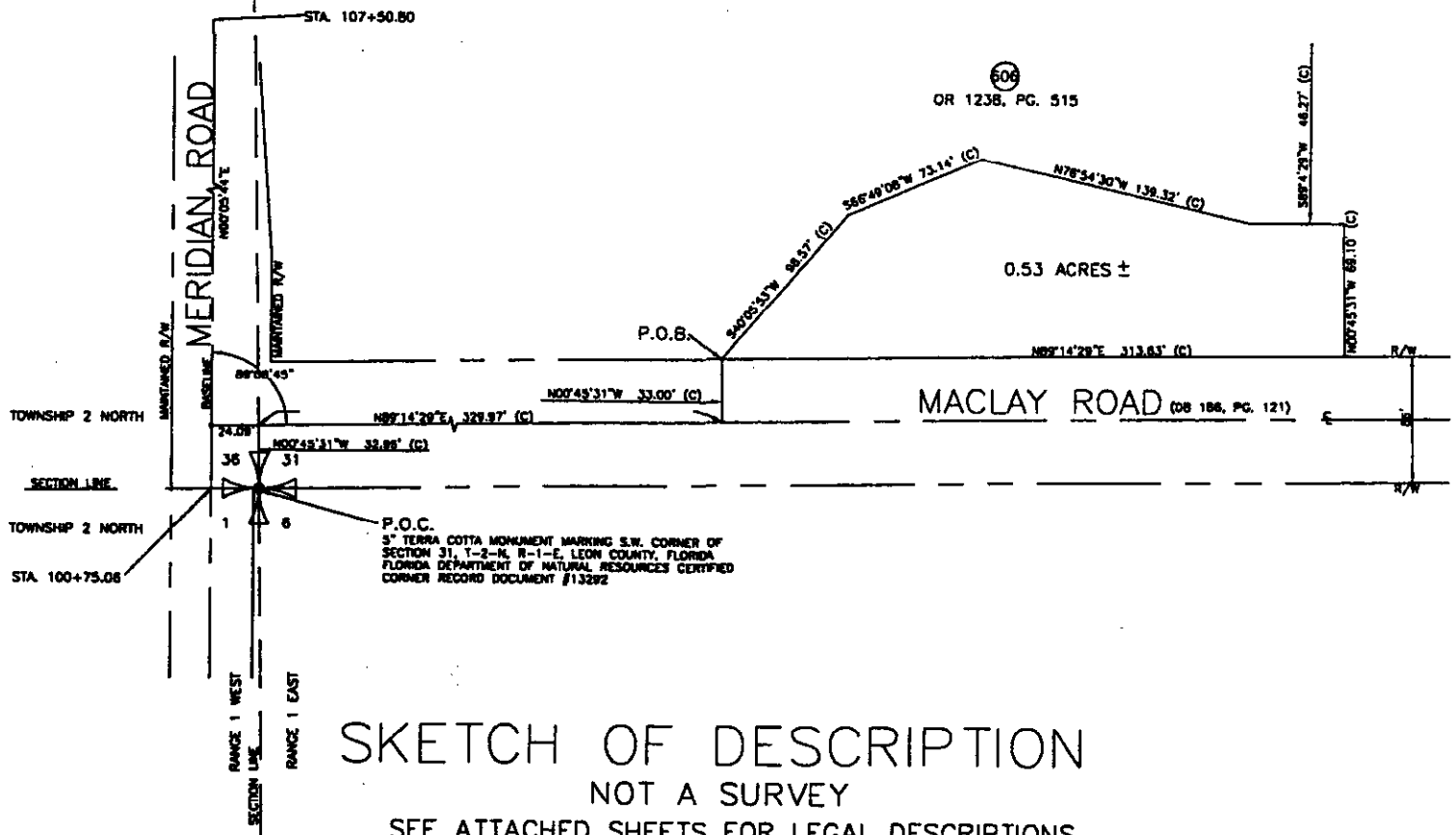
PAGE 2 OF 2

Attach. ment # 2  
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Graphic Scale in U.S. Feet  
 SCALE: 1" = 100'

ASSUMED BEARINGS BASED ON BASELINE OF MERIDIAN ROAD BETWEEN STATIONS 100+75.06 AND 107+50.80 RECORDED IN ROAD PLAT BOOK 2, PAGE 98.



## SKETCH OF DESCRIPTION NOT A SURVEY

SEE ATTACHED SHEETS FOR LEGAL DESCRIPTIONS

NO ABSTRACT OR TITLE OPINION FURNISHED. IT IS POSSIBLE THERE ARE RECORDED OR UNRECORDED DEEDS, EASEMENTS, AGREEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES HEREINABOVE DESCRIBED.

Prepared for LEON COUNTY BOARD OF COUNTY COMMISSIONERS

DATE OF FIELDWORK:	DATE OF DRAFTING: 5-15-02	DRAWN BY: D.K.	REVISION:
FIELDBOOK No.	FILE CLAY.DWG	CHECKED BY: J.P.	REVISION:



PREPARED BY:  
 LEON COUNTY PUBLIC WORKS DEPARTMENT  
 DIVISION OF ENGINEERING SERVICES  
 SURVEY AND RIGHT-OF-WAY SECTION  
 2280 MICCOSUKEE ROAD  
 TALLAHASSEE, FL 32308  
 Phone (850) 488-8003  
 Fax (850) 488-1260

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